

Amendment Number 1
to
Contract Number DIR-SDD-2439
between
State of Texas, acting by and through the Department of Information Resources
and
FORAY LLC, dba FORAY TECHNOLOGIES

This Amendment Number 1 to Contract Number DIR-SDD-2439 ("Contract") is between the Department of Information Resources ("DIR") and Foray LLC., dba Foray Technologies ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through July 2, 2016, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) additional one-year renewal terms.

2. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payments, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4. Pricing A - H** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts, Section 8. Pricing, Purchase Orders, Invoices and Payments, dated 02/04/15 as attached hereto.
4. **Contract, Section 5. DIR Administrative Fee, A)** is hereby restated in its entirety as follows:

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be August 1, 2015.

5. **Contract, Section 7. Software License Agreement** is amended by adding **B. Conflicting or Additional Terms** is hereby added in its entirety as follows:

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental

documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

6. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 02/04/2015.
7. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts** dated 02/04/2015.
 - A. Appendix A, Section 5. Intellectual Property Matters, A - L is deleted.
8. **Appendix C – Pricing Index** is hereby restated as attached hereto as Appendix C – Pricing index.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1 and then the Contract.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than July 2, 2015.

FORAY LLC, dba FORAY TECHNOLOGIES

Authorized By: Signature on File

Name: Michal Temple

Title: Sales Operations

Date: 06-29-15

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: 7/21/15

**Office of
General Counsel:** DRBrown 7-20-15